

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
WILMINGTON DIVISION

FILED

Case No. 16-05804-5-SWH
Chapter 13

DEC 13 2016

STEPHANIE J. BUTLER, CLERK
U.S. BANKRUPTCY COURT
EASTERN DISTRICT OF NC

IN RE JOYCE M. LONEY,

Debtor

**DEBTORS OPPOSITION TO CREDITOR USAA'S MOTION TO DISMISS,
TO LIFT AUTOMATIC STAY, AND FOR RELIEF AND OF HEARING**

Debtor Joyce M. Loney ("Loney"), hereby submits her opposition to creditor (USAA) Motion to Dismiss, To Lift Automatic Stay, and For Relief and of Hearing.

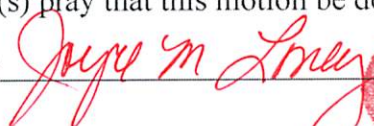

This Court has subject matter jurisdiction in this matter, and the Complaint sufficiently alleges consumer harm and damage. Accordingly, Creditor (USAA) **motion should be denied.**

1. Debtors claims are sufficiently stated.
2. Debtor moves to dismiss (USAA) Motion To Dismiss, To Lift Automatic Stay and for Relief and of Hearing.
3. (USAA) has failed to provide evidence that consideration was tendered in exchange for the promissory note. Debtor has requested this numerous times and (USAA)'s attorneys have accused her of harassing their client, instead of providing the request.
4. If (USAA) replies with something like of course consideration was tendered, then they will have no problem providing the evidence to this court. No evidence of consideration has ever been presented.
5. Banks are not allowed to lend its creditors it's assets, so what did (USAA) provide as consideration. (USAA) never told Debtor that the Federal Reserve Policies and Procedures and the Generally Accepted Accounting Principles (GAAP) requirements imposed upon all Federally-insured (FDIC) banks in Title 12 of the United States Code, section 1831n (a), prohibit them from lending their own money from their own assets, or from other depositors. (USAA) did not tell Debtor where the money for the loan was coming from.
6. In light of the law disallows banks from lending its credits or assets. (USAA) Bank never told Debtor that the contract she signed was going to be converted into a 'negotiable instrument' by the bank and become an asset on the bank's accounting books. (USAA) Bank did not tell Debtor that her signature on that note made it 'money', according to the Uniform Commercial Code (UCC), sections 1-201(24) and 3-104.

7. (USAA) Bank never told Debtor that her promissory note (money) would be taken, recorded as an asset of the bank, and be sold by the bank for cash - without 'valuable consideration' given to obtain her note.
8. (USAA) bank did not give Debtor a deposit slip as a receipt for the promissory note, just as the bank would normally provide when you make a deposit to the bank.
9. Debtor has never seen the original signed promissory note and lender had refused to produce it. (USAA) Bank failed to provide full disclosure of all terms of the agreements. (USAA) Bank has not acted in good faith, that I received 'valuable consideration', and that my 'signature' on that agreement is valid.
10. Debtor request a witness to give testimony that there is an agreement and that the agreement has been breached and with a notarized affidavit and a the presence of a loan office from the bank to appear in person.
11. The courts have held that a copy of the original note is insufficient to establish to the existence of the debt, there fore this **note should be voided**.
12. (USAA) has never furnished a signed affidavit or presented anyone that can attest to the promissory note.
13. The signatures in writing are missing. (USAA) never furnished copies of the loan, Debtor was unable to print the documents, (USAA) promised to mail the originals, they never did. Debtor's online account was blocked, never received the Promissory Note. (USAA)'s attorney Mr. Tynan was made aware of this and tried to get Debtor to agree to trade copy of the Promissory Note if Debtor would drop all claims.
14. Debtor challenge the validity of her "signature" on any alleged bank "loan" agreement. Since the banks and other lending institutions cannot allow "full disclosure" of your "loan" agreement and cannot answer your challenges about it, their silence is proof of the alleged loan and will not furnish proof of evidence. Debtor requested from (USAA) attorney Mr. Tynan via email on 12-08-2016 and 12-12-2016 requesting that (USAA) provide evidence that consideration was tendered in exchange for promissory note. Mr. Tynan has ignored Debtors request. See EXHIBIT "A" & "B"
15. (USAA) CREDITOR MUST PRODUCE ORIGINAL PROMISSORY NOTE TO PROVE STANDING WHEN NOTE IS ENDORSED "IN BLANK."
16. DEBTOR IS NOT REQUIRED TO TURNOVER PROPERTY TO THE BANKRUPTCY ESTATE UNDER 11 U.S.C. § 542 BASED ON TRUSTEE'S UNJUST ENRICHMENT THEORY.

Debtor(s) pray that this motion be denied and general relief.

Debtor

12/12/16

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COMPOSE

Request

EXHIBIT "A"

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Starred

Important

Sent Mail

Drafts (75)

Circles

aaa premier acc...

aaa verizon

credit financial

green mountain ...

Junk

loney v premier

loney vs apex

loney vs fifth third

loney vs franklin ...

**Joyce Loney** <jloney2012@gmail.com>

Dec 8 (4 days ago) ☆

to Matthew

Mr Tynan,

Please have USAA to provide evidence that consideration was tendered in exchange for the promissory note. ASAP

Regards,

Joyce M. Loney

cc: Chapter 13 Bankruptcy Court

12-08-2016

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COMPOSE

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Sent Mail**Drafts (75)**

Circles

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aaa verizon

credit financial

green mountain ...

Junk

loney v premier

loney vs apex

loney vs fifth third

loney vs franklin ...

loney vs hsbc

loney vs midland

loney vs time wa...**Joyce Loney** <jloney2012@g Dec 8 (4 days ago)

to Matthew

Mr Tynan,

Please have USAA to provide evidence that consideration was
tendered in exchange for the promissory note. ASAP

Regards,

Joyce M. Loney

cc: Chapter 13 Bankruptcy Court

12-08-2016

Matthew Tynan

[Add to circles](#)[Show details](#)*EXHIBIT "B"***Joyce Loney** <jloney20 11:26 AM (0 minutes ago)

to Matthew

12-12-2016 @ 11:24 am

Mr. Tynan,

Why are you ignoring my request? Please provide me with this
request ASAP.

CERTIFICATE OF SERVICES

I Joyce Loney hereby certify that I served a copy the foregoing document via the U.S. Postal Services prepaid and via email to:

USPS Overnight Delivery

Clerk

UNITED STATES BANKRUPTCY DISTRICT COURT

Eastern District of North Carolina

P.O. Box 791

Raleigh, NC 27602

Regular USPS Mail

Matthew B. Tynan

P.O. Box 26000

Greensboro, NC 27420

Joyce M Loney  *12/12/16*